

REMARKS

Claims 1 – 60 are in the application. Claims 1, 30, 44, 51, 56, and 58 – 60 are currently amended and claims 2 – 29, 31 – 43, 45 – 50, 52 – 55, and 57 remain unchanged from the original versions thereof. Claims 1, 30, 44, 51, 56, and 58 are the independent claims herein.

No new matter has been added to the application as a result of the amendments submitted herewith. Reconsideration and further examination are respectfully requested.

Claim Rejections – 35 USC § 103

Claims 1 – 60 were rejected under 35 U.S.C. 103(a) as being unpatentable over Fraser et al. (hereinafter Fraser), U.S. Patent No. 5,995,947, in view of Andersen et al. (hereinafter Andersen), U.S. Patent No. 5,774,883. This rejection is respectfully traversed.

Applicant notes that claims 1, 30, 44, 51, 56, and 58 have been clarified by amendments submitted herewith to further clarify that which is claimed as the invention. In particular, claims 1, 30, 44, 51, 56, and 58 each relate to clearing an automobile contract associated with a sale or lease of an automobile; determining at least one parameter for the automobile contract *in advance of the sale or lease* of the automobile; and auctioning the automobile contract (claims 1, 30, 56), providing a notification regarding an opportunity to bid on the automobile contract (claims 44 and 51), or placing the automobile contract for auction (claim 58) *in advance of the sale or lease* of the automobile. Thus, the recited methods, systems, and computer program may provide a mechanism for a dealer to increase a profit on the sale of the subject automobile by having the benefit and knowledge of the auction prior to the sale or lease of the automobile. (See Specification, para. 0031)

Regarding the cited and relied upon Fraser, Applicant is in agreement with the Office's assessment that Fraser does not disclose that the contract is an automobile contract, the financing regarding the automobile, and the first party sells the contract. Applicant further submits that Fraser exclusively discloses home mortgages and home loans.

Applicant respectfully submits that there are significant differences between a mortgage and loan for a home as compared to an automobile contract. For example, the amounts of money associated with a home mortgage are typically far greater than the amounts related to an automobile lease or sale. It is also noted that given the amounts of money associated with a home mortgage and generally appreciating values of home, there is a well established secondary market related to home mortgages. That is, given the secondary market for home mortgages, there appears to ample motivation for the Fraser mortgage and loan trading system.

The Andersen reference was cited and relied upon to compensate to the admitted shortcomings of Fraser (See OA, pg. 3, para. 1) Applicant notes that Andersen discloses a system and method for structuring a deal to sell an automobile based on lender guidelines and a borrower's profile for the purpose of maximizing profits for the dealer (i.e., the one making the loan). (See Andersen, col. 3, ln. 7 – 42) However, Andersen does not disclose or even suggest structuring a deal that includes an auction or auction action related to an automobile contract.

Applicant also respectfully submits that the cited and relied upon Fraser and Andersen do not disclose or suggest the claimed aspects of determining at least one parameter for the automobile contract *in advance of the sale or lease* of the automobile; and auctioning the automobile contract (claims 1, 30, 56), providing a notification regarding an opportunity to bid on the automobile contract (claims 44 and 51), or placing the automobile contract for auction (claim 58) *in advance of the sale or lease* of the automobile.

Applicant respectfully submits that Examiner fails to provide a sufficient reason why the Fraser and Andersen references should be combined as alleged in the Office Action. In particular, the Office Action states that it would have been obvious to modify Fraser to incorporate features taught by Andersen “for the purpose of providing the opportunity for the plurality of lenders to bid on an automobile contract, thus obtaining a better loan for the borrower.” (See OA, p. 3, para. 1)

Applicant notes that the articulated reason for combining the references is not supported by the cited references since neither Fraser nor Andersen disclose methods with the intent or purpose of maximizing profits for the borrower. Additionally, the alleged motivation is not disclosed as a reason or benefit of Applicant’s application (e.g., increasing profits for the dealer, not the borrower). In fact, the asserted motivation for combining the references is in conflict with the explicitly disclosed objectives of the references and is not supported by either the references or the Application. Furthermore, the Office has not provided any other support (e.g., general knowledge) for the alleged basis of the rejection.

Accordingly, Applicant respectfully submits that claims 1, 30, 44, 51, 56, and 58 are patentable over the cited and relied upon Fraser and Andersen under 35 USC 103(a). Applicant notes that claims 2 – 29, 31 – 43, 45 – 50, 52 – 55, 57, 59, and 60 depend from claims 1, 30, 44, 51, 56, and 58. Applicant submits that claims 2 – 29, 31 – 43, 45 – 50, 52 – 55, 57, 59, and 60 are also patentable over Fraser and Andersen under 35 USC 103(a) for at least depending from an allowable base claim.

Therefore, Applicant requests the reconsideration and withdrawal of the rejection of claims 1 – 60 under 35 USC 103(a), as well as the allowance of same.

C O N C L U S I O N

Accordingly, Applicants respectfully request allowance of the pending claims. If any issues remain, or if the Examiner has any further suggestions for expediting allowance of the present application, the Examiner is kindly invited to contact the undersigned via telephone at (203) 972-5985.

Respectfully submitted,

September 5, 2007
Date

/Randolph P. Calhoun/
Randolph P. Calhoun
Registration No. 45,371
Buckley, Maschoff & Talwalkar LLC
50 Locust Avenue
New Canaan, CT 06840
(203) 972-5985